1894-069 Chancery Causes: Powers Little & Co] vs W. C. Herndon &c
Lee Co

Powers, Little, Woodward, Parsons, Stapleton, McClure

CH-Debt
T-Property

To the Hon. H. S. K. Morison, Judge of the Circuit Court for Lee County, Va.

Humbly complaining your orators J. Pike Powers, M. S. Little and H. T. Little partners in trade doing business under the firm name of Powers, Little & Company respectfully represent unto your honor that at his special instance and request on the 31st day of October 1893 in the City of Knoxville, they sold and delivered to W. C. Herndon, who was then in the mercantile business in Lee County, Virginia, a large quantity of goods, wares and merchandise, (an itemized statement of the same is here filed marked "Invoice" as a part of this bill) amounting in the whole to the sum of $345.90 which ~~was~~ became due on the 1st day of December, 1893; that at his direction all of said goods were shipped to said Herndon at Pennington Gap, Va.; that at the time your orators sold said Herndon said goods the records of the County Court of Lee County Va., shown him to be, and he represented himself as being the owner in fee of a large quantity of unincumbered land lying and being in Lee County, in the Pocket and Crab Orchard Country - land conveyed him by the heirs of Charles Pennington decd, Larkin Herndon & John B. Pennington,

Tobias Hughes & wife, and John C. Stapleton - and all of which land he was then in the possession of and using as his own. Copies of said deeds of Conveyance are here filed marked "A", "B".

Your orators will further show unto your honor that all of said goods sold as aforesaid to said Herndon, together with a large number of Cattle, the goods in his store house & other goods purchased about the same time from other wholesale merchants were by him turned over to his father Larkin Herndon and brother John P. Herndon, who are now in the possession of the same selling and disposing of them; that said John P. & Larkin Herndon allege they bought said goods and cattle on debts which said W. C. Herndon owed them. Your orators deny that this was a fair and honest transaction, but they assert that it was a transaction made and entered into with the purpose of hindering, delaying and defrauding your orators in the Collection of this said debt, and that said W. C. Herndon did not give said John P. & Larkin Herndon or either of them a sum sufficient to pay for all of said

goods and cattle.

Your orators will further show unto your honor that a sum of money is still unpaid and will become due as aforesaid; that in a day or so after he transferred said goods & cattle as aforesaid, said W. C. Herndon absconded this State and is now a non-resident thereof; that to your orators surprise on Nov 10th 1893 one David P. Parsons lodged with the Clerk thereof, and had recorded in the County Court Clerks office of Sn County a deed signed by said W. C. Herndon & wife dated and acknowledged on March 14th 1893 conveying to said Parsons in consideration of $5000.00 in hand paid all of said Herndon's ~~said land~~, except the Stapleton tract and a portion of the land conveyed him by his ~~father~~ Larkin & John B. Pennington on the 30th day of July 1887; that at the time your complainants sold and delivered said goods to said Herndon they did not have any notice whatever of the existance of this deed to said Parsons; and they are therefore advised that this conveyance as to them is void.

Your orator will further show unto your honor that on Nov. 18th 1893

said W. C. Herndon executed a paper acknowledging himself indebted to one Wm. Woodward in the sum of $675.00 which is expressed on its face to be a lien upon the land of said Herndon conveyed by John B. Pennington & Larkin Herndon on the day of 188 and on the southern side of the North fork of Sandy river; this instrument was also acknowledged and recorded on the 10th day of Nov. 1893. Your orators allege that this lien as to your orators ~~are~~ is void, because it was executed without any consideration deemed valuable in law.

The premises considered your orators are advised that said lien of $675.00 is void, likewise the said transaction between said W. C. Herndon, and John B. & Larkin Herndon and also the said deed of March 14th 1893, not being ~~being~~ recorded until after your orators said debt was made and your orators not having any knowledge of the same until after this debt was made, is also as to your orators void whether it had a consideration or not.

While said deed from said Stapleton assumes a vendors lien on the land conveyed by it, your orators

are advised and over that the same has long ago been fully paid and they further aver there are no other liens or claims upon said land than those already mentioned herein, and also that said land will not rent for a sum sufficient to pay said debt, costs of suit & so on in five years.

The prayer therefore of your orators is that John C. Stapleton, Wm Woodward, David P. Parsons, W. C. Herndon, John P. Herndon & Sarkem Herndon be made parties defendants to this bill; that they be required fully and completely answer its several allegations on oath; that an order of publication be made for said W. C. Herndon; that Wm Woodward particularly answer and disclose on oath for what said Herndon owed him, the true amount thereof and where and from whom he got the money or other thing which he let said Herndon have; that also David P. Parsons answer and disclose on oath the amount paid said Herndon on said land, & when and where and from whom he obtained the money or other thing with which to pay said Herndon said $5000.00 or such part thereof as he may have

actually paid thereon; and also that John P. Hendon and Larkin Hendon on oath shall disclose and file a true invoice of all the goods received by them or either of them from said W.C. Hendon, the number and value of said Cattle and the amount said W.C. Hendon was indebted to them and for what; that said deed of March 14th 1893 and said lien of Nov. 10/93 and said transactions between said W.C. Hendon and John P. & Larkin Hendon be set aside and annulled, that your ~~Ex~~ orators be decreed their said debt; that an attachment by virtue of the affidavit herein filed marked be issued and levied upon said property and held until the future order of this Court; and that enough of said property be sold to pay your orators said debt. And that all other and further and General relief be granted your orators as the nature of this Cause may require. And they will ever pray &c May process issue?

Pennington Bros

P. Q.

1st Jany. 1894

Powers, Sills & Co

vs } Bill for Chan

W. C. Herndon et al

C	9.42
S	2.50
Depo	
Co. C	5.78
Printer	5.00
Atty	15.00
W. M. P	2.50
	40.17

1894 1st Jany Rules Bill filed Spa Ex & on home Defendants & Pub for non resident deft & D N for home Defts

" " 2nd Jany Rules D. N. for home Defts

" 1st Feby Rules Contd for ord Pub Cont'd

" 2nd " " ord Pub Completed & set for hearing by Deft

" June Term Decree & Contd

Defts Costs
Clerk 1.60

All Bills not Paid at Maturity are Subject to Sight Draft.

Knoxville, Tenn., October 31 1893

Mr N. C. Herndon
Cynthia

Bought of **POWERS, LITTLE and CO.,**

WHOLESALE DEALERS IN

CLOTHING AND GENT'S FURNISHING GOODS.

TERMS 6% in 30 days.

38 COMMERCE STREET.

8416	3	Suits	8 50	25 50
6027	3	"	7 50	22 50
1834	3	"	8 50	25 50
6030	3	"	7 50	22 50
8725	3	"	10	30
8630	3	"	10	30
8790	3	"	10	30
8685	3	"	11	33
2333	3	McIntosh Sacks	5 50	16 50
	2	Over "	11.	22
2343	2	" " 1 Delivered	11	22
1447	3	Pants	3 50	10 50
1886	3	"	3 50	10 50
1590	4	"	3 50	14
1443	4	"	3 50	14
4022	1	Suit Delivered		16 50
		1 Box & Drag	40	345 40
		Notary Fee		50
				345 90

Form 151.

Printed and Sold by Ogden Bros. & Co., Knoxville, Tenn.

State of Tennessee, County of Knox

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn W. T. Little *to me well known, and made oath in due form of law, that the within account against* N. C. Herndon *amounting to* Three Hundred & Forty five & 40/100 *Dollars, is justly due* Powers Little & Co. with interest from Dec. 1, 1893 *of which firm he is* A Member *after the allowance of all credits* and .50 notary fee *of which the said* N. C. Herndon *entitled as he very believes.*

W. T. Little

[SEAL.]

Subscribed and sworn before me this 23rd *day of* Nov *189*3

J. W. Brown

Notary Public.

Powers Little Rec
vs } Invoice
H. C. Sheridan et al

Filed & Dec. 20
J. S. Crosby
H. C. Sheridan
No 4 Sheridan

To the Honorable H.S.K.Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate answer and demurrer of John P. Herndon, to a bill in chancery exhibited against him and others in this honorable court by J.Pike Powers, M.S.Little, and N.T.Little, partners in trade under the name firm and style of Powers, Little & Co.

Respondent says the complainants' bill is not sufficient in law to call upon him to answer in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly and prays judgement of his said demurrer &c.

And not waiving said demurrer but relying and insisting thereon, should other and further answer be required of him, answering he says: That, he supposes it is true that at his special instance and request on the 31st day of October 1893 in the City of Knoxville, complainants sold and delivered to the said W.C.Herndon, who was then in the mercantile business in Lee County, Virginia, a quantity of goods wares and merchandise; that the statement filed with complainanis' bill is a true statement of the amount of said goods; that said bill of goods amounted to the sum of $345.90; that the same became due on the 1st day of December 1893; and that at his direction said goods were shipped to said W.C.Herndon at Pennington Gap, Va.; though of these several allegations he has no personal knowledge further than he has seen a bill of goods in the name of the said complainants, but whether it is for the same amount, or of the same date of the "Invoice" filed by complainants with their bill, he does not know, therefore respondent neither admits nor denies the justness or the amount of said account

Your respondent supposes it is true that at the time complainants sold said W.C.Herndon said goods the records of the County Court showed him to be the owner of a large boundary of land lying in the County of Lee and in the Pocket and Crab Orchard country, but he has no personal knowledge of what the records showed nor does he know what representations the said W.C.

Herndon made to complainants concerning his ownership of said lands, and therefore is unable to answer the allegations in reference thereto.

Respondent says that it is not true that all of said goods sold by complainants to said W.C.Herndon (if any were sold) together with a large number of cattle, the goods in his storehouse and other goods purchased about the same time from other wholesale merchants, were, by the said W.C.Herndon turned over to your respondent and his father Larken Herndon. It is true, however, that the said W.C.Herndon, on the 11th day of November 1893, sold and delivered to your respondent his stock of goods wares and merchandise then in his storehouse, together with the goods that were in the depot at Pennington Gap shipped and in his name, 48 head of cattle, a lot of hay, a mowing machine, an old wagon, an old mare, a mule, a lot of cull lumber, and a lot of small accounts shown by the said W.C.Herndon's books to be due him. Respondent is still in the possession of said goods and other property and has been in the possession of them since the said 11th day of November 1893, but with the said goods and other property the said Larken Herndon has nothing to do whatever, and is interested in them no further than the natural interest that a father would have for the success of a son. Your respondent does allege that he bought said goods and other property on debts which the said W.C.Herndon owed him and his father, and he alleges that purchase of said goods and said transfer of said goods and other property to him by the said W.C.~~Hen~~ Herndon was made upon the following consideration and no other: The said W.C.Herndon was indebted to your respondent in the sum of $500.00 which was evidenced by a note executed on the 29th day of August 1893 and due one day after the date thereof, he was indebted to the said Larken Herndon in the sum of $200.00 evidenced by a note executed on the 10th day of July 1891, and due one day after the date thereof, with his wife Cinthia as security, and in the sum of $300.00 evidenced by a note executed on the 9th day of May 1892, and due one day after the date

thereof, and in the further sum of $788.80 evidenced by a note executed on the 1st day of January 1892, and due one day after date, with Cinthia Herndon wife of W.C.Herndon as security, and in the further sum of $200.00 evidenced by a note executed on the 7th day of June 1892, and due one day after the date thereof to which the said Cinthia Herndon was also security, this last mentioned note subject to the following credits $8.18 paid Apr-20th 1893 and $8.00 paid Sept. 2nd 1893, and in the further sum of $575.00 evidenced by a note executed on the 10th day of August 1893, and due twelve months after the date thereof; copies of all the said notes are herewith filed marked respectively "1" "2" "3" "4" "5" "6", and the originals are in the possession of respondent's attorneys, and will be filed when called for: the said W.C.Herndon was indebted to and is indebted to one John Holmes in the sum of $250.00, for which indebtedness the said Holmes holds the note of the said W.C.Herndon with your respondent and his father, Larken Herndon, as security: the said W.C.Herndon on the 14th day of October 1893 made his note in writing, commonly called a negotiable note, by which he bound himself to pay sixty days after the date thereof, to the order of John J Stapleton and Larken Herndon $325.00 at the Pennington Gap Bank, Pennington Gap, Va., which note was endorsed by the said John J.Stapleton and Larken Herndon, and was sold and negotiated by the said W.C.Herndon to said Bank of Pennington Gap. By the terms of said contract your respondent was to surrender and deliver to the said W.C.Herndon the note executed by him to respondent, all the notes or claims which the said Larken Herndon held against him, and to pay off all the indebtedness for which your respondent and the said Larken Herndon or either of them was bound for him as security. In obedience to this agreemnet your respondent at the time delivered to the said W.C.Herndon said $500.00 note executed to himself which with its interest amounted to $506.00, and at the same time he turned over to the said W.C.Herndon the five notes held against him by the said Larken Herndon amounting principal and interest

to the sum of $2207.63; and since that time, to wit, on the 15th day of December, your respondent and his father paid and lifted said $325.00 note held by the Pennington Gap Bank aforesaid, a copy of said note, the original of which is in the hands of respondent's attorneys, is herewith filed as part hereof marked "7;" the note for $250.00 to John Holmes is still outstanding with interest thereon from about the 15th day of August 1893. It will thus be seen that at the date of the sale and transfer of said goods to your respondent the said W.C.Herndon owed to your respondent and his father principal and interest $2713.63, and they were bound for him as security for about the sum of $578.-75 making a total of $3292.38. The sale of said goods and other property was made in bulk, no invoice of the goods was then made, but their value as well as the value of the property sold and transferred to respondent was carefully estimated, and the intention was to sell and transfer to respondent enough to pay and indemnify him for said indebtedness and to reasonably compensate him for his time trouble and expense in converting them into money. Respondent most emphatically denies that this transaction was made and entered into by him with the purpose of hindering delaying and defrauding the complainants or any other person in the collection of their debts, and if the said W.C.Herndon had any such intention he kept it entirely concealed from your respondent. So far from respondent aiding or attempting to aid the said W.C.Herndon to hinder, delay or defraud his creditors, respondent had no knowledge of any indebtedness of the said W.C.Herndon except the debt to himself, Lerken Herndon, John Holmes and the Pennington Gap Bank. In fact the said W.C.Herndon at the time of said sale and transfer of said goods and property, represented to respondent that he did not owe anything on said goods. Respondent did not want to purchase said goods or other property, he had no taste for the mercantile business and did not want to go into it, and his only reason for so doing was to secure the payment of the debts due to himself and his father, and to secure some indemnity for the sums for which they were the securities of the said W.C.

Herndon.

Respondent will now show your honor that on the 19th day of December 1893, which was as soon as he could have the same done after the institution of these suits, he had all the goods then on hands carefully invoiced by H.Barton and P.B.Cecil, two men experienced in the mercantile business. Said invoice was carefully and respondent believes honestly, truthfully and correctly made, and amounted to the sum of $2700.00. Between the time of the sale to respondent and the date of said invoice he had sold goods amounting to the sum of $215.95 which added to said invoice makes the aggregate of said goods amount to $2915.95. Said invoice with the $215.95 added is herewith filed as part hereof marked "8". At the same time respondent had the cattle and other property yet remaining on hands which he purchased from the said W.C.Herndon, appraised by M.C.Parsons and J.E. Hobbs, two farmers and stock-dealers whom he has always heard called as good judges of stock as there are in Lee County, Respondent purchased from the said W.C.Herndon 48 head of cattle embracing calves, yearlings, oxen, and milch cows. Before said appraisement he sold two of the milch cows for $40.00, the remaining 46 head of cattle were valued at $358.40, the hay remaining on hands was valued at $52.00, the mowing machine, whib was old and badly worn, was valued at $10.00, the old wagon was valued at $11.00, the old mare, part of the team, at $30.00, the lumber, which was a lot of culls, at $10.00, this valuation is herewith filed as part hereof marked "9". Before said valuation was made your respondent had sold a mule which was the other part of the team for $75.00 making the total value of the property other than the goods $586.40, making an aggregate received by respondent from the said W.C.Herndon, exclusive of what hay he had fed to the cattle between the 11th of November and the 19th day of December and exclusive of the notes and accounts turned over to him, to the sum of $3502.35. The said W. C.Herndon also transferred and assigned to him a lot of small

notes and accounts amounting to the sum of $312.41, alist of which is herewith filed marked "10". As to the solvency of ~~the~~ these notes and acounts respondent is very doubtful. He has ~~se~~ seen several of the parties and demanded payment of the sums shown to be due by them, each one of whom has either denied the acount out right or claimed an offset against the same, and in addition thereto respondent has been informed that garnishments have been served on several of the parties by alleged creditors of the said W.C.Herndon. Respondent does not believe that he will ever be able to realize or collect one half the amount of said notes and accounts.

Respondent does not know the present whereabouts of the said W.C.Herndon and is unable to say whether he is a resident of the State of Virginia or not. Shortly after respondent purchased said goods and stock the said W.C.Herndon left the neighborhood and respondent has not seen him or heard of him since

Respondent is informed and supposes it is true that on the 10th day of November 1893, David P.Parsons lodged with the Clerk of the County Court of Lee County a deed from the said W. C.Herndon and wife by which they conveyed to him a boundary of land in the Crab Orchard in consideration of the sum of $5000.0 Respondent knows nothing about this transaction nor the consideration moving thereto, he has no interest whatever in it, knows not whether it was a bone fide or fraudulent, neither does he know whether the complainants had notice of said sale or not before they sold the goods mentioned in their bill, therefore respondent does not know whether said convevance is void as to said complainants or not.

Respondent is likewise ignorant as to the lien claimed by the said Wm.Woodward for $675.00, and therefore cannot answer whether said lien is genuine or fraudulent. But respondent denies that the transaction between him and the said W.C.Herndon is void, but on the other hand he asserts that it is valid bone fide and binding as to everybody.

Respondent knows nothing of the land trade between the said W.C.Herndon and John C.Stapleton, and is therefore unable to answer whether or not the lien reserved in the deed from said Stapleton to said Herndon, has been satisfied.

Respondent says that he supposes he had fed to the cattle and horses purchased by him from the said W.C.Herndon about one half of the hay purchased before he had said hay valued, and he had also fed out from ten to twenty bushels of corn turned over to him by the said W.C.Herndon.

Respondent will now show your honor that of the $500.00 indebtedness of the said W.C.Herndon to him, $450.00 was for money loaned to the said W.C.Herndon on the day said note bears date, the other $50.00 was for a small lot of corn and for hauling staves. And he is informed by his father that the indebtedness to him was for money loaned by him to the said W.C. Herndon at various times since the said W.C.Herndon has been in business for himself, and perhaps for stock sold he said W.C.H Herndon on one or two occasions. As before said Respondent reluctantly purchased said goods and other property and he is extremely anxious now to get rid of them, so much so that if the creditors of the said W.C.Herndon will take said goods and property off of his hands they can have the same by paying to him what is due to him and his father and satisfying the debt to which they are security to the said Holmes. In fact as soon as these suits were brought he offered to the attorneys of the plaintiffs and other creditors of the said W.C.Herndon, to turn over everything which he had received if they would pay to him and his father the amount due to them and for which they were liable, and he is yet willing to do so, and to faithfully account for everything which he has sold or used. And now having answered said bill as fully as he is advised it is material to answer the same, and here again denying all allegations of fraud or collusion, and all intention to hinder or delay creditors of the said W.C.Herndon he prays to be hence to be dismissed with his costs &c.

Duncan & Hyatt, p.d.

Virginia, Lee County to wit:

This day, John P. Herndon, personally appeared before me, A.B. Munsey Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer, so far as made on his own knowledge, is true and so far as made upon the information of others, he believes it to be true. Given under my hand on this the 5th day of March 1894.

A B Munsey Clerk

W.C. Herndon et als.

vs. } Separate Answer and Demurrer of John P. Herndon, one of the defendants.

Powers Little & Co.

Duncan & Hurt, p. q.

Filed in open Court this 9th 1894
A B Munsey Clerk

To the Honorable H.S.K.Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate answer and demurrer of Larken Herndon to a bill in chancery exhibited against him otherwise in this honorable court by J.Pike Powers, M.S.Little, and N.T.Little, partners in trade doing business under the firm name of Powers, Little & Company:

Your respondent says that the plaintiff's bill is not sufficient in law to call upon him to answer it in this honorable court, and not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That he supposes it is true that on the 31st day of October 1893 in the City of Knoxville, the complainants sold and delivered to W.C.Herndon, who was then a merchant in Lee County, Va., a bill of goods; that the statement which is filed with complainants bill is the true statement of the amount of goods and the cost of same: that the amount of said bill is $345.90 and that it became due on the 1st day of December 1893. and that at his request the said goods were shipped to Pennington'sGap, Va. to the address of W.C.Herndon.

Your respondent supposes it is true that at the time the complainants sold said W.C.Herndon said goods, the records of the County of Lee showed him to be the owner of a large quantity of land, but your respondent does not know what the said W.C. Herndon represented to the complainants. Some time ago your orator did convey to the said W.C.Herndon a tract of land lying in the Crab Orchard country and described in the deed " ".

Your respondent denies that any goods or cattle were turned over to him by the said W.C.Herndon, and he denies that he is now in the possession of any of said goods and cattle in the complainant's bill mentioned, or that he has sold or is selling and disposing of them. Your respondent further denies that he has entered into any transaction for the purpose of hindering delaying or defrauding the complainants in the collection of their debt.

Your respondent alleges that the said W.C.Herndon was indebted to him in the sum of $200.00 evidenced by a note bearing date July 10th 1891, in the further sum of $200.00 evidenced by a note bearing date June 7th 1892, in the further sum of $788.80 evidenced by note bearing date Jan.15th 1892, in the further sum of $300.00 evidenced by note bearing date 9th day of May 1891, in the further sum of $575.00 evidenced by note bearing date August 10th 1893, amounting in the aggregate to $2063.80 exclusive of interest. Your respondent is an old man, and for some time has been helpless or almost so, and has been living for the past years with his son John P.Herndon and depending upon the said John P.Herndon for the support of himself and wife. For this consideration and for the reason that he could not well attend to his own business he transferred the above notes to his son the said John P.Herndon.

Your respondent knows nothing of the land trades of the said W.C.Herndon with David P.Parsons, nor does he know whether complainants had notice of any such sale.

Your respondent knows nothing of any debt due to Wm.Woodward by the said W.C.Herndon.

And now having answered the complainants bill as fully as deemed necessary that he should answer your respondent prays hence to be dismissed &c.

Duncan & Hyatt p.q.

Sworn to before me this the 5th day of March 1894 by Larkin Herndon. A B Munsey Clerk

W. G. Herndon et als.
vs
Powers, Little & Co.

Separate Answer of Larkin Herndon, one of the defendants.

Duncan & Hyatt, p.d.

Filed in open Court March the 9th 1894
A. B. Munsey clerk

State of Tennessee
City of Knoxville, to wit:
This day J. S. McClure agent for J. Pike Powers, M. S. Little and N. T. Little doing business under the firm name of Powers Little & Co plaintiff in a suit in Chancery ~~[illegible]~~ instituted in the Circuit Court for the County of Lee and State of Virginia to recover from W. C. Herndon a debt personally appeared before me a notary public in and for the County of Knox and State of Tennessee and made oath:
First That he verily believes the said plaintiffs claim is just;
Second That he believes that the said plaintiffs ~~are~~ entitled to or ought to recover at the least, in said suit a debt for the sum of $
which sum of money will become due and payable by said Herndon to said plaintiffs on the 1st day of Dec 1893.
(3) That to the best of said affiants belief said W. C. Herndon is not a resident of the state of Virginia, but has estate or debts owing to him within the said County of Lee.
(4) That said Herndon, has converted, is converting and is about to convert

his estate or some material part thereof into money, securities or evidences of debt with intent to hinder, delay & defraud his creditors;

(3) That said Herndon has assigned and disposed of and is about to assign and dispose of his estate or some part thereof with the intent to hinder delay and defraud his creditors, and especially the said plaintiffs.

Given under my hand this the 5th day of December, 1898

[illegible]
Notary Public

L.S.

Powers, Sills & Co
vs } Affidavit
W. C. Herndon et al

August the 29th 1893.

one day after date I promise to pay J.P.Herndon Five hundred Dollars for value received of him, waiving all homestead
"1" exemptions as to this debt. Witness my signatue and seal.

W.C.Herndon, (Seal.)

$200.00 One day after date I promise to pay to Larkin Herndon Two hundred Dollars, for value received, waiving my
"2" homestead as to this note. Witness my hand and seal this July 10th 1891.

W.Craig Herndon (Seal.)

Cinthia Herndon (Seal.)

Fritts Lee County, Va.

$300.00 One day after date I promise to pay to the order of Larkin Herndon three hundred Dollars Dollars and 00 ~~Cents~~ for value received, and I hereby waive the benefit of my home-
"3" stead exemption as to this debt. Witness my hand and seal this 9th day of May 1892.

W.C.Herndon, (Seal.)

January the 1st 1892.

One day after date we promise to pay Larkin Herndon Seven hundred and Eighty Eight Dollars and Eighty cents for value re-
"4" ceived of him, waiving our homestead exemptions as to this debt

Witness our hands and seals.

W.C.Herndon (Seal.)

Cinthia Herndon (Seal.)

$200.00 June the 7th 1892.

one day after date we promise to pay Larkin Herndon or order Two hundred dollars, without defalcation, for valur received. And we do hereby confess judgement therefor, and release errors and we do hereby waive all stay of execution from and after the maturity of the above note, and all laws exempting property from execution: and agree that all our property and effects

whatsoever, may be taken in execution to satisfy the same aforesaid.

W.C.Herndon, (Seal.)

"5" Cinthia Herndon, (Seal.)

On the back of this note appears the following:- Credit the within Note$8.18 April 20th 1893; Credit the within Note $8.00 September 2nd 1893.

August 10th 1893.

Twelve months after date I promise to pay Larkin Herndon five hundred and seventy five Dollars $575.00 for value receiv-
"6" ed of him waiving all homestead exemptions as to this debt.

Witness my hand and seal.

W.C.Herndon, (Seal.)

Pennington Gap Bank. Virginia.

$325.00 Pennington Gap,Va., Oct.14th 1893

Sixty days after date I promise to pay to the order of John J Stapleton and Karkin Herndon Three Hundred and twenty-five Dollars,at Pennington Gap Bank, of Pennington Gap, Va.,for value received, and I waive the benefit exemption as to this debt. Given under my hand day above written.

"7" The undersigned principal and endorsers of this note, which is filled up before signing, agree that if the same is placed in the hands of an Attorney at law for collection or has to be sued on, that we will pay ten per cent Attorney's fees, in addition to principal and interest, which fee shall be added and become part of judgement.

Due Decr. 13th 1893. W.C.Herndon.

On the back of this last mentioned note appears the following:-- We, as endorsers of this note, waive demand,protest, and all exemption laws and guarantee payment of same, and acknowledge that we sign with a full understanding of this notice.

Larken Herndon

J.J.Stapleton.

And across the face of this note is stamped:- Pennington Gap Bank, Paid Dec.15th 1893. Pennington Gap, Va.

John P. Herndon et als.

vs } Exhibits with Answer.

Powers Little and Co.

"1" "2" "3" "4" "5" "6" "7".

Duncan & Hyatt, p. q.

Filed in open court
March 9th 1894
A B Munsey
Clerk

December 19th 1893.

Invoice of Cattle, Hay &c. by M.C.Parsons and J.E.Hobbs.

27 Scrub Calves @ $5.00	$135.00
17 Cattle @ 10.20	173.40
Hay	52.00
1 Mowing Machine	10.00
1 Wagon	11.00
1 Old mare	30.00
2 Oxen	50.00
1 Lot Cull Lumber	10.00
	$471.40
1 Mule sold to Emmet Parsons before above invoice	75.00
2 Cows sold before " "	40.00
	$586.40

List of Notes and Accounts received by John P.Herndon from W.C.Herndon.

Charles Pennington		$10.19
David Parsons		9.60
James Parsons		1.33
Alfred Johnson		1.60
James Smith		10.00
Bob Mullens		1.20
William Thomas		1.25
Mart Creech		9.43
Alex. Robbins		5.90
H.P.Dixon		2.52
A Morris		39.65
Emy Woodward		.60
Martin Collier		12.58
Marion Parsons		7.65
William Cooper		4.88
Wilson Carroll		4.56
Zion Parsons		1337
Abraham Zion		5.30
Alic Zion		2.85
Bud Pennington		1.33
Frank Arney		1.30
Silus Stapleton		.55
Elihu Hoover		11.25
Susan Ely		1.63
C Slemp		13.41
Elisha Robbins		.60
Susan Bailey		1.38
Will G.Robbins		5.37
Lias Wax		7.74
Charley W. Waddle		3.40
Minter Bailey		9.96
W.R.Robbins	Note	14.95
T.P.Smith	"	3.50
T.G.Johnston	"	11.00
John C.Robbins	"	2.50
Robert Mullens	"	8.20
H.P.Dixon	"	5.02
Martin Collier	"	6.05
J.D.Pennington	"	28.88
Same	"	9.52
J.R.Lanningham	"	33.42
		$312.41

W.C.Herndon et als.

Ads. Invoice of Cattle, Hay &c., also List of Accounts and Notes.

Cowan McClung & Co.

Duncan & Hyatt, p.d.

"Appraisement of Cattle &c"

"List of notes & accounts"

December 19th 1893.

Invoice of W.C.Herndon Stock of Goods.

By H.Barton and P.B.Cecil.

3	Ladies Hat	@	1.75	45.25.
3	" "	"	1.25	3.75
2	" "	"	40	.80
3	Mens "	"	.25	.75
3	boys "	"	.16 2-3	.50
5	mens "	"	.25	1.25
5	" "	"	.25	1.25
8	" "	"	.70	5.60
4	" "	"	.16 2-3	.66
3	Misses "	"	.25	.75
3	Ladies "	"	1.10	3.30
1	" "	"	80	.80
2	" "	"	75	1.50
1	" "	"		1.00
1	" "	"		.75
1	" "	"		.75
1	" "	"		.75
1	" "	"		.80
2	Mens "	"	.75	1.50
2	Ladies "	"	.12 1-2	.25
3	" "	"	1.00	3.00
3	" "	"	.60	1.80
3	Mens "	"	.25	.75
2	" "	"	1.37 1-2	3.75
				40.26
8	Mens Hat	@	1.00	8.00
4	" "	"	75	3.00
11	" "	"	1.00	11.00
6	" "	"	75	4.50
11	" "	"	40	4.40
1	" "	"		1.00
5	Boys' "	"	25	1.25
6	Men's "	"	25	1.50
3	Boys' "	"	25	.75.
6	Men's "	"	1.00	6.00
5	" "	"	50	2.50
1	" "	"	75	.75
6	" "	"	75	4.50
2	" "	"	1.00	2.00
5	" "	"	60	3.00
2	" "	"	75	1.50
3	" "	"	1.00	3.00
3	" "	"	1.00	3.00
11	" "	"	60	6.60
6	" "	"	60	3.60
6	Caps "	"	1.00	6.00
6	" "	"	44	2.64
5	" "	"	1.00	5.00
3	" "	"	1.00	3.00
				128.75
1	Piece of Jeans 31 yds. @ 12 1-2			3.87
1	" " "			.41
1	" " "			.42
1	" " "			.75
1	" Cashmere			9.90
1	" Jeans			5.60
1	" "			3.00
1	" Oil cloth			1.33
1	" Canton Flannel			2.17
1	" Bleached Do.			4.03
1	" " "			2.86
1	" " "			2.19
1	" " "			1.13
1	" Quilt lining			2.59
1	" Cashmere			5.32
1	" "			.60

1	Piece Cashmere	6.90
1	" "	5.37
1	" "	5.00
1	" Flannel	3.90
1	" "	2.25
5	" Delane cotton	10.80
1	" Cambric	1.65
1	" Gingham	1.75
1	" "	.93
1	" Delane Cotton	1.81
1	" Gingham	[illegible].75
		216.03
1	Piece Gingham	1.89
1	" "	.75
1	" Lindsey	4.20
1	" "	3.00
1	" "	.83
1	" Cotton Check	.37
1	" Linsey	3.64
1	" Cotton Plaid	1.57
1	" " "	1.05
1	" Shirting	3.60
1	" Ticken	2.00
1	" Drilling	1.20
1	" Cotton	1.40
858	yds prints	42.90
2	" P.K.	1.60
15	Ladies Hats	9.00
30	ft. #	9.00
3	Collar pads @ 25	.75
2	Cloth collars	.50
1	Piece Bed tick	5.20
1	Lot clothing	170.00
1	" Shirts	5.00
1	" Sundries	4.00
1	Poece quilting	2.08
3	" Sheeing	9.18
1	" "	2.94
		503.68
22	Pieces of prints	55.88
1	" Flannel	5.21
1	" Linsey	7.25
1	" "	7.20
1	" Flannel	3.50
1	" Jeans	10.35
1	" "	7.20
1	" "	6.05
4	" Cotton Plaid	11.16
1	" Towelling	2.00
1	" Cotton all	9.30
1	" Corduroy	7.20
2	Do Shirts	6.00
1	Show case and contents	25.00
14	Pr. Slips	2.10
2	Towells	.16
5	"	.31
1	Job lot Hosiery	3.00
1	Gloves	.50
1	"	1.00
4	Corsets	.80
10	Pr Suspenders	2.50
1	"	2.40
1	" "	2.64
1	" "	1.32
5	" "	5.00
		$678.51
2	Shirts	1.00
6	"	3.30
1	Suspenders	1.50
18	Pr. Children Hose	.90
1	Do Pr. Suspenders	1.50
10	" "	1.25
5	Pr Gloves	2.50

3	Valices damaged	1.00
6	Shawls	1.25
2	"	1.50
5	"	3.00
9	Bed Spreads	3.60
3	Clocks	4.50
1	Bbl Candy	12.35
3	Do Esse	1.80
1	Lot stock Powders	2.33
1	Do Cardel	.60
3	cakes soap	.15
	Pills	1.45
14	Bottles Quinine	1.17
10	" K. Oil	.70
10	" Cordial	.50
11	" Relief	1.37
9	" Batemans drops	.45
2	" Paregoric	.60
2	" Batemans Props	.60
		730.97
3	Bottles Morphine	1.32
3	" Hair Dye	.37
	Laudanum	.43
7	Bottles Vermifuge	.87
8	" Calomel	.20
7	Boxes worm candy	.70
7	Sewing machine oil	.35
1	Rough on rats	.75
3	Do Tinct Iron	.90
2	Lamps	.25
1	Job lot belts	1.00
2	1-2 Do Boxes Buen	.75
5	Locks	1.25
2	Do window hinges	2.00
12	sets spoons	1.00
1	" "	.60
4	Beg oil Halps	.20
	Tacks	.10
1	Do Harps	.60
2	Set table knives	1.20
2	" " "	.50
2	" " "	.60
2	" " "	.60
4	Files	.25
8	Knives	.80
1	"	.37
		$748.93
9	Pocket knives	1.35
3	" "	.10
5	" "	.50
5	" "	1.00
1	lb copper rivets	.25
8	Boxes cartridges	3.60
19	Lamp globes	.48
1	Banjo	1.00
1	"	2.50
1	Violin	1.50
1	accordion	1.65
1	"	1.00
1	"	1.50
1	"	1.75
1	"	.50
1	"	1.00
4	Bunches Cotton	3.00
6	Do Ginger	6.00
5	" Iron Tonic	16.65
6	" Ginger	6.00
12	" Essece	6.00
1	" Oil Cinnamon	.75
	Clackers	1.00
	Smoking tobacco	2.40
12	Prs Half soles	1.20
12	Essences	3.60
		814.68

Amount over	$814.68
5 lbs. Sulphur	.13
1-2 lb Glycerine	.20
1 Bot Nitre	.75
Copperas	.12
1 Bottle Pills	.50
1 Bunch tacks	.80
1 Do King Pain	1.00
1 Gallon castor oil and can	1.75
1 " Turpentine	.50
1 Lot Sundries	60.00
2 BB cider	15.50
1 Keg Soda	5.00
700 lbs Coffee	154.00
1 Do Brooms	2.00
1 BBl Sugar	18.00
552 lbs Bacon	55.89
16 1-2 BBl flour	53.13
10 " "	40.20
2 sides Leather	5.88
2 " "	4.72
1 Saddle	7.00
1 "	8.00
1 "	5.50
1 "	6.00
2 Prs Bridle rains	.40
1 Box Soda	1.80
	1263.51
1 Box Rasins	1.70
2 Boxes Tobacco	5.76
2 " "	11.25
2 " "	14.40
1 Job Sundries	10.00
50 lbs Ox shoes	3.13
1 Stove	6.00
8 Lanterns	3.00
25 Tin Buckets	3.13
25 Pt. Cups	.63
5 Girths	.41
5 Looking Glasses	1.75
3 " "	1.35
2 " "	1.10
20 Gallons Syrup	5.00
3 Pitch forks	.75
1 Do oil cans	3.66
250 lbs Bacon	25.31
4 sides Leather	16.72
Salt	.50
Matress	4.00
2 Snathes	.50
3 Stoves	18.00
1 "	10.50
3 Kettles	1.32
	1413.88
3 Brass Kettles	2.97
6 Coal Hods	1.50
1 Oil tank	4.75
3 Coffee Mills	1.20
12 Prs Men's Shoes	9.00
15 " " "	11.25
9 " " "	9.00
6 " " "	6.00
11 " " "	15.40
12 " " "	12.00
18 " Childs 2	4.50
30 Ladies "	22.50
15 " "	12.75
18 " "	12.60
11 " "	9.35
6 Boys "	3.60
7 Childs "	1.40
2 " "	1.00
17 " "	8.50
4 Ladies Rubbers	1.00
2 Arctics	1.30

(Unit 5232)

5	Ladies Shoes	3.75
29	" "	18885
7	Mens "	8.05
10	" "	10.00
10	" "	10.00
		1616.10
6	Prs Men's Boots	12.00
41	" Ladies Shoes	32.80
27	" " "	21.60
6	Men's Shoes	5.40
10	" "	12.25
6	Prs Boots	15.00
2	" "	5.00
50	Prs Childs Shoes	20.00
60	" " "	21.00
50	" Misses "	25.00
12	" Men's Boots	30.00
12	" " Shoes	13.20
12	" " "	12.00
12	" " "	12.00
47	" Ladies "	32.90
9	" Men's Boots	13.50
10	" Boys' "	10.00
10	" Mens "	15.00
41	" Misses "	26.65
20	" " " Job	10.00
12	" Mens Shoes	12.00
9	" " Boots	22.50
17	" " "	17.00
7	" " "	7.00
31	" Misses Shoes	12.00
11	" Men's Boots Job	11.00
		2042.90
10	Prs Men's Boots Job lot	10.00
25	" Boys' Shoes	15.00
12	" " Boots	12.00
36	" " Shoes	45.00
18	" Childs "	4.50
17	" Ladies "	8.50
1	Bill Jeans Pants	39.75
1	" Clothing	306.90
1	Do. Shirts	6.60
1	" "	9.00
1	" "	6.00
1-2	" Umbrella's	3.60
1	Grate Complete	1.75
1	Do. Men's Hats	12.00
1-2	" " "	4.50
2	Hats	3.00
6	"	3.00
1	Ladies' Hat	1.00
6	Prs Gloves	6.00
2	Suits Clothing	6.00
3	Suits Clothing	12.00
4	" "	16.00
3	" "	9.00
1	" "	5.00
2	" "	10.00
4	" " Boys'	6.00
		2605.00
3	Suits Clothing	12.00
4	" "	5.00
3	" "	24.00
3	" "	12.00
2	" "	10.00
3	" "	12.00
4	" "	30.00
	Total.....	2700.00

John P. Herndon et als.

ads. Invoice of goods.

Powers Little & Co.

Duncan & Hyatt, p.d.

Filed in open Court on ard
Aug. 1894
A B Murray
Clerk

Deed Book No. 2, page [illegible].

This deed made the [illegible] day of March 1[illegible] between William C. Harrison and Cynthia Harrison of the first part and of the county of Lee and State of Virginia and David F. Parsons of the second part of Lee County and State aforesaid. Witnesseth that in consideration of the sum of five thousand dollars in hand paid the receipt whereof is hereby acknowledged W.C. Harrison and Cynthia Harrison do with the grant bargain and sell and convey unto David F. Parsons party of the second part a certain tract or parcel of land lying in the Cedar Grove District on Sandy and Jackson Creek waters of the north fork of Powell River. To-it and it contains [illegible] acres more or less of land and bounded as follows to-wit: Beginning at a stake on the north bank of the north fork of Powell River at the mouth of Sandy Creek thence with the meanders of said Creek thence with the meanders of said Creek to the Powell line and with said line N. [illegible] to a [illegible] corner to A.J. Ridings land and the lines of same N. [illegible] with said Ridings line and chestnut thence [illegible] to a white oak, and chestnut thence [illegible] to a white oak. Thence N. [illegible] with Parsons line to John Jones corner and with said Jones to Joseph Jones corner to a [illegible] and with Jones line to A.F. Colwell corner. Thence with his several lines and corners to and a corner to Alfred Jones and Thomas Jones, Thomas Parsons corner to his with lines and corners of said Thomas Parsons, crossing James Gillian land. Thence with said lines and corners to Stephen Young land and N. with said Young lines and corners to [illegible] Lawson land, N. thence with his lines and corners to the beginning. The foregoing description comprises the land purchased by W.C. Harrison from Robias Hays and wife Charles Pennington heirs Lorain Harrison and J.T. Pennington and the said land the said David F. Parsons is to have and hold all the

[illegible]

[illegible]

[illegible]

State of Virginia, County of [illegible] to wit:

I, [illegible], a Justice of the Peace in and for the County and State aforesaid do certify that William H. [illegible] and Virginia E. [illegible] [illegible] have this day [illegible] in the Peace Book relating thereto. Given under my hand this the 1st day of [illegible] 1[illegible].

[illegible]

Virginia: [illegible] County, to wit:-

In the office of the Clerk of said County on the 1st day of [illegible] 1[illegible] this deed was presented and together with the certificate thereon endorsed was admitted to record.

Test: [illegible], Clerk

Virginia: [illegible] County, to wit:

This day B.L. [illegible] personally appeared before me, B.L. [illegible] Commissioner [illegible] for the County and State aforesaid and acknowledged that he did execute the foregoing deed.

Given under my hand this the 1st day of [illegible] 1[illegible].

[illegible]

Deed Book no. 20, page 220.

This deed made the [illegible] day of Nov 1900 by and between F.C.Brown of the first part and [illegible] Woodward of the second part of the county of [illegible] State of Texas the party of the first part has bargained and sold and by these presents does grant, bargain and sell unto the party of the second part the following described land situated in Collin County, Texas, to wit: [illegible] acres of land out of the [illegible] survey, being the same land conveyed to the party of the first part by [illegible] by deed of record in Vol. [illegible] page [illegible] of the deed records of Collin County, Texas, to which reference is made for all purposes, and being the same land conveyed to the party of the second part by [illegible] by deed of record in Vol. [illegible] page [illegible] of the deed records of Collin County, Texas, to which reference is made for all purposes.

Witness our hands this the [illegible] day of Nov 1900.

F.C.Brown (seal)

Witness: [illegible]

I, J. [illegible] Justice of the Peace in and for said County, in the State of Texas do certify that F.C.Brown, whose name is signed to the foregoing and bearing date on the 10th day of Nov 1900 this day personally appeared before me in said County, acknowledged and delivered the same to be his act and deed. Given under my hand and seal this the 22nd day of Nov 1900.

J.F. Bryan JP.

Witness: [illegible]

State of Texas, County of Collin:

This day F.C.Brown, personally appeared before me, [illegible], clerk, County Court in and for said County and state aforesaid and made oath that he has copied the foregoing deed from the records of the County Court of Collin County, in fact in the Clerk's office of the said County Court and that the same is a true transcript therefrom. This 27th _____ 1900.

Deed Book No. 22 ,page 106.

THIS DEED of conveyance made this the 6th day of February 1890by and Beteen Tobias Hughs and Martha Hughs and Peggie Parsons of the first part and all of the county of Lee and state of Virginia and William C.Herndon of the county and state of aforesaid .Witneseth that for and in consideration of the sum of eighe hundred Dollars in hand paid the receipt of which is hereby acknowledged the parties of the first part do bargain sell and convey unto the parties of the second part certain tract or parcel of land lying and being in the county of Lee and State of Virginia situated on Reeds Creek watersof the north Fork of Powels River being two hundred acres be the same more or less and bounded as follows to wit: being the land where Tobias Hughs now lives and adjoining the land of Samuel Parsons ,James Quillen and Mathew Zion and the parties of the second part to have and to hold forever . and the parties of the first part the land hereby conveyed . Witness the following signature and seal the day and date above written .

Tobias P.Hughs (Seal)

Martha Hughs (seal)

Margeret H .Parsons (seal)

State of Virginia :

County of Lee

I,W.M.Parsons ajustice of the peace for the aforesaid county do certify that Tobias Hughs and Martha Hughs His wife and Peggie Parsons whose names are signed to the foregoing deed date on the 6th day of February 1890 acknowledged the same before me in my county and state aforesaid to be their act and deed and does not wish to retract it .

Given under my hand this the 6th day of February 1890

F.M.Parsons J.P.

Virginia Lee county ,to wit: In the office of the clerk of the said county May the 6th 1890 this deed was presented and with the certificate thereto annexed admitted to record .

Test John R.Gibson clerk .

Virginia Lee County to wit :

Personally appeared before me F.W.Pennington a notary public in and for the county and state aforesaid ,R.L.Pennington and made oath that he had copied the foregoing deed from the records of the county court of Lee county on file in clerks office of the said county court , and that the same is a true transcript therefrom . Sworn before me this the ___ day of Feb. 1894.

_____N.P.

H. C. Herndon

Francis Copy of Deed

John A. Hughes & wife

Fee for copy $0.50.

Deed book No . 22 .page 104 .

From John C.Pennington et al.

THIS DEED of conveyance made this the 15th day of March 1880 by and between John C.Pennington and Patience Pennington his wife Dinah Pennington and Martha J.Perkins and Mary A Robins of the county of Lee in the State of Virginia and Green. W.Pennington and Susan his wife of the county of Perry and State of Kentucky of the first part and William C. Harrison of the second part of the county of Lee and State of Virginia WITNESSETH that for and in consideration of the sum of $400.00 dollars in hand paid the receipt of which is hereby acknowledged the said parties of the first part do grant bargain sell and convey unto the parties of the second part all of their right and title in the tract of Pennington land of land lying and being in the county of Lee and State of Virginia on the waters of Jones creek and bounded as follows to wit : BEGINNING at a beech and white oaken the mouth of reeds creek thence southwardly to a poplar and thence to a white on the top of a ridge thence northwardly to a white oak on a flat thence north eastwardly to a major road and with the road southwardly to a beech at the mouth of of the first hollow near the bank of Jones Creek and with the said creek to the mouth of said creek to Joseph Marcums corner thence westwardly with the said Marcums line to Charles Pennington line and with said line to the BEGINNING the parties of the first part do warrant generally the land hereby conveyed the parties of the second part to have and to hold forever .Witnesseth the following signature and seal this the 15th day of March 1880. JohnC.Pennington (SEAL)

Pat

Florence Pennington (SEAL)

Martha J.Robins (SEAL)

Dinah Pennington (SEAL)

Green B.Pennington (SEAL)

Susan Pennington (SEAL)

Mary A.Robins (SEAL)

State of Virginia : to wit

County of Lee :

I,Francis M.Parsons a justice of the peace for the aforesaid county and State do certify that John C.Pennington and Florence Pennington his wife Martha J.robins and Dinah Pennington whose names are signed to the foregoing deed bearing date on the the 19 th day of march 1880,acknowledged the same in my county and state aforesaid to be their act and deed and desire the same to be recorded . Given under my hand this day and date first above written F.M.Parsons J.P

State of Kentucky , County of Perry

I,Ira J.Davidson clerk of the county court for the county and state aforesaid do certify that the foregoing deed of conveyance from John C.Pennington &c to William C.Herndon was this day presented to me in the county aforesaid and acknowledged before me by Green B. Pennington and Susan his wife to be their act and deed and the same is certified to the proper office for record . Given under my hand this the 26th day of March 1880

Ira J.Davidson clerk

By C.H.Herndon D.C.

State of Virginia : to wit:

County of Lee ;

I, F.M.Parsons , a justice of the peace for the aforesaid

County and State do certify that Mary A. Robins whose name is signed to the foregoing deed bearing date on the 10th day of March 1880, acknowledged the same before me in my County and State aforesaid to be her act and deed and does not wish to retract it. Given under my hand this 7th day of April 1880. F.M.Parsons J.P.

Virginia Lee County to wit:

In the office of the clerk of the said County the 9th 1880 this deed was presented and with certificate thereto annexed was admitted to record

Test John A.Gibson Clerk.

Virginia Lee County, to wit:

I, F.F.Pennington, a notary public in and for the County and State aforesaid do hereby certify that J.L.Pennington, who personally appeared before me in my County and State aforesaid and made oath that he has copied the foregoing deed from the records of the County court, and that the same is a true transcript therefrom. Given under my hand this the day of 1880

_____ .P.

H. C. Bundow
From Copy of Deed
John C. Pennington et al

Fee for Copy $0.75

Deed Book No 25 page 112 .THIS DEED made this Nov. 9th 1889 by and between M.C.Parsons of the first part and W Craig Herndon of the second part both of the county of Lee and state of Virginia .Witnesseth that the party of the first part doth grant bargain sell and convey unto the party of the second part his undivided interest in Charles Penn ngton now deceased estate that he bought of Anderson Robins and wife heirs of aforesaid Charles Pennington Dcd for the sum of one hundred dollars in hand paid the receipt of which is hereby acknowledged , the aforesaid M.CParsons binds himsl to warrant the land hereby conveyed with all of its appurtinences forever . Witness my hand and seal day and year first written M.C.Parsons (seal)

Virginia Lee County to wit

I,V.H.Kelly notary public for the aforesaid county do certify that tht M.C.Parsons whose name is signed to the above deed bearing date Oct.9" 1889 ,personally appeared befos me in my county aforesaid and acknowledged his signature to this deed to be correct for the purpose mentioned in the above deed. Given under my hand this Nov. 9" 1889

V.H.Kelly N.P.

virginia Lee county to wit :In the office of the clerk of the said county May the 6th 1890 , this deed was presented and with the certificate thereto annexed admitted to record

Test John R.Gibson ,clerk

Virginia Lee COunty Towit :

This day personally appeared before me, E.W.Pennington a notary publi c in and for the county aforesaid , R.L.Pennington and made oath that the foregoing copy is a tue transcript of the record on file in the county court clerks office .

Sworn before me this Feb ____1894

_____N.P.

_____ 1881.

Mr. Herndon's letter to Judge Lincoln and his brother John, of April 1, 1861, was read.

Mr. Herndon also read a letter from Judge Lincoln to his brother John, of April 1, 1861, in which the writer requests his brother to address him at Springfield, Illinois.

A memorial from Lincoln Post No. 1, Department of Illinois, G.A.R., was read, asking that the remains of Abraham Lincoln be buried in Springfield, Illinois.

Mr. Robert T. Lincoln, President of the Lincoln Memorial Association, addressed the Society upon the subject of the proposed burial of the remains of Abraham Lincoln in Springfield, Illinois, and the Society by a unanimous vote, adopted the following resolution, viz:

"Resolved, That the Illinois State Historical Society, in the interest of the people of Illinois, and of the Nation, and in the interest of the memory of Abraham Lincoln, hereby expresses its earnest desire that the remains of Abraham Lincoln be buried in Springfield, Illinois, and that the Society will do all in its power to carry into effect the purpose of the Lincoln Memorial Association in the premises."

Mr. Herndon read a letter from Mr. Lincoln to Mr. Speed, dated April 25, 1861, which was read by Mr. Speed.

Deed Book No. 23, page 110

From J.C.Stableton & wife

THIS DEED made this the 7th day of March 1887, between John C.Stapleton and Almed'ed L.Stapleton hes wife ofthe first part and W. Craig Hernden of the second part all of the county of Lee , State of Virginia . WITNESSETH that in cosideration of the sum of Two Hundred Dollars in hand paid and secured to be paid by the party of the secon d part to the party of the first part the receipt of which is hereby acknowledged , the said party of the first part by these presents give ,grant ,sell deliver and convey unto the party of the second part a certain tract or parcel of land lying and being in said County of Lee and on Jones Creek in the Crab-orcherd containing by estimation thirty and a half acres be the more or less bounded as follows :BEGINNING on the 124 pole line 29 poles from Whit e oaks and beaches on the north side of a branch at a White oak S28 E 99 poles to a Red Oak on the top of aridge and with said ridge S99 1/2 W 38 poles to spine and chestnut on the top of a high spur N 58 1/2 W 29 poles to a little gum and chestnut N26 W18 poles to two chestnut oaks S 83 1/2 W 33 poles to a sour wood hickory and two dead spanish oaks ,(now gone) N 41 1/2 W 36 poles to a chestnut at the top of adeep hollow N 69 E 93 to the beginning . TO have and hold the said tract of land with all of its appurtinences unto the partyof the second part and his heirs forever And the party of the first part covenant tht they will warrent generally the title to the land hereby conveyed ANd the party of the first part hereby reserve to ~~th~~ themselves the vender's lien on said land untill the purchase money therefor is fully paid . Witness the following signature and seal .

John C. Stapleton (seal)
Almedia Stapleton (seal)

Virginia, Lee County -- to wit :

I ?John A.G.Hyatt ,com'r in Chy. for & C do certfy that john C.Stapleton , whose name is signed to the foregoing deed dated March the 7th 1887 Personally appeared before me in the said county and acknowledged said writing to be his act and deed .Given under my hand this the 7th day of March 1887.J

J.A.G.Hyatt ,comr &c.

Virginia Lee County , to witt :I ?John A.G. Hyatt commissionr in chancery for Lee county do certify that Almedid Stapleton wife of JOhn C.Stapleton whose names are signed tothe foregoing deed dated March the 8th 1887 personally appeared before me in the County aforesaid and being examined by me privily and apart feom her husband & having the deed fully explained to to her she declared she had willingly signed and executed the same and did not wish to retract the same Given under my hand an dseal this the 26th day of August 1888.

John A.G. Hyatt, COm in ch chancery for Lee CountyCourt

Virginia Lee County Court Clerk's office , Feb. 7th 1888

THe foregoing deed bearing date March the 8th 1887 ~~betw~~ between JOhn C. Stapleton and Almedia his wife of the first part and W.C.Herndon of the second part all of Lee County Va . was this day filed in the clerk's office and admited to record upon the foregoing certificate of John A.GHyat A comnr ~~in~~ in chancery for Lee County Court .

Test John R.Gibson, clerk

Virginia, Lee County -- to wit :

I John A.G.Hyatt ,com'r in Ch'y. for d.C do certify that John C.Stapleton , whose name is signed to the foregoing deed dated March the 7th 1887 personally appeared before me in the said county and acknowledged said writing to his act and deed .Given under my hand this the 7th day of March 1887.I

J.A.G.Hyatt ,com'r.

Virginia Lee County , to wit: I John A.G. Hyatt,commissioner in chancery for Lee county do certify that Almeda Stapleton wife of John C.Stapleton whose names are signed to the foregoing deed dated March the 6th 1887 personally appeared before me in the County aforesaid and being examined by me privately and apart from her husband & having the deed fully explained to her she declared she had willingly signed and executed the same and did not wish to retract the same Given under my hand on dseal this the 26th day of August 1888.

John A.G. Hyatt, Com in ch

chancery for Lee County,Court

Virginia Lee County Court Clerk's office , Feb. 7th 1888

The foregoing deed bearing date March the 6th 1887 betw between John C. Stapleton and Almedia his wife of the first part and W.C.Herndon of the second part all of Lee County Va . was this day filed in the clerk's office and admitted to record upon the foregoing certificate of John A.GHyat A commr in in chancery for Lee County Court .

Test John R.Gibson, clerk

W.C. Herndon
From: Deed John C. Stapleton

DeedBOOk NO.25 ,page 163 .

This deed made this the 30th d ay of July 1889 between John B.Pennington and Larkin Herndon of the first part and William C.Herndon of the second part J.B.Pennington now a resident of Hawkins county Tennessee and the other named parties of Le County Virginia . Witnesseth that in consideration of the sum $50.00 fifty dollars in hand Paid the receipt of which is hereby ackmowledged the said John B.pennington and Larkin Herndon do grant bargain and sell unto the said William C.Hern don a certain tract or parcel of land lying and being in the county of Lee and State of Virginia it being the remaining par of a tract of land assigned to John C Pennington Sr. by com- m issiomers it being a part of the Mc Cradie Survey bounded a Follows to, wit : Beginning at the mouthof Jones Creek Cross- ing the North FFOrk of Powels River southwardly up the north sid of Stone mountaim with partitoon line to the tpp of said mountain thence easterdlyto the top of same with the varie- ing meanders thereof to the original Mc Cradie line and with line thereof northwardlyto the North Fork of Powels River thence westwardly withth many and varied meanderings therof to the beginning . And the aforesaid Joh B.Pennington and La- rkin herndon do covenant and agree with the said William C. Herndon to warrant generally the land hereby conveyed with all its appurtinences . Witness the following signatures and seals . The numbe___ of acres bu t by the bioundary be the same more or less .

JohnB.Pennington (seal)

Larkin Herndon (seal)

Virginia Lee county to wit :

I John A.G.Hyatt clerk for the circuit for Lee co- unty state aforesaid do hereby certify that John B.Pennington

and Larkin Herndon whose names are siged to the foregoing deed bearing date on the 30th of July 1889 each personally appeared before me and acknowledged the same to be their act and deed for the purposes therein stated . Given under my hand this 7th Sept 1889 JA.G.Hyatt Clerk.

Virginia Lee Countyto wit :

In the office of the clerk of the said county May the 6th 1890 this deed was presented and with the certificate thereti annexed admitted to record .

Test JohnR.Gibson Clerk .

Virginia Lee County to wit :

THis day R .L.Pennington personally appeared before me a notary public in and for tyhe county and state aforesaid and made oath that he had copied the foregoingdeed from the records of the said county court on file in its clerk's offic , and that the same is a true transcript therafrom . This Feb ___ 1894.

_____N.P.

H. C. Herndon

From a Copy of Deed
John B. Pennington
Fur for Copy
$2.50

"N.

Dear Sir — Yes sir, Montgomery County Virginia is a large
the county and I am in the office of the Clerk, no County Court
was held in the office, Court House burned in 1861 and all
to abstract from Land Books and Deed Books in Virginia
Yours very truly
Alleghany Co. Va. Feb 7th 1890
THIS DAY BEFORE ME A NOTARY PUBLIC IN AND FOR
THE COUNTY AFORESAID PERSONALLY APPEARED
: JAM OF COUNTY COURT
Alleghany Co. Virginia
: Clerk
: Clerk Office of the Circuit Court
: Deed Book
: Will Book
: Lost Book
: Marriage Bond Book
: Tax Book
: Order Book
: Minute Book
: Court Order Book
: Deed Book
: Deed Book
: Deed

Deed Book No. ___ page ___.

This deed made this the 1[illegible] day of [illegible] between John [illegible] Pennington and Sarah, wife of the county of [illegible] State of one part and William C. Pennington of the [illegible] County of the other part. Witness that for [illegible] consideration of the sum of [illegible] dollars and other valuable considerations, the receipt of which is hereby acknowledged, the said John P. Pennington and Sarah, wife of the said John P. Pennington do grant, bargain and sell unto the said William C. Pennington a certain tract or parcel of land lying and being in the county of [illegible] and State of [illegible]. [illegible] a part of the John [illegible] tract, [illegible] by deed [illegible] to John P. Pennington [illegible] and by him by deed to John P. Pennington, [illegible] and bounded as follows to wit: [illegible] Beginning at a [illegible] on the new line of Kanawha Trail [illegible] John P. Pennington [illegible] the top of [illegible] [illegible] [illegible]

This deed made this 20th day of May in the year of our Lord

[illegible]

[illegible]

[illegible]

Powers Little & Co
vs } Copy of Decree
H C Sheridan

Fee for Copies
$4 50

Powers Little & Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsons and John C. Stapleton

Take notice that on the 1st day of February 1894 at the office of Powers Little & Co 208 Commerce Street in the City of Lynchburg in the County, State of Virginia I will proceed to take the deposition of Chas Powers and Chas Powers in Sd Little and N. S. Little merchants doing business under the style name of Powers Little & Company to be read as evidence on behalf of Chas Powers in Sd Little and N. S. Little merchants doing business under the style name of Powers Little & Company in a certain suit in Equity now pending in the Circuit Court of Lee County, State of Virginia wherein said Powers Little & Co. are Plaintiff and you and each of you are Defendants And if from any cause the taking of said deposition be not begun on that day, or being begun not complete, the same will be continued from day to day or from time to time and if desired from place to place, until the same are complete. You may attend and cross-examin if you wish.

January 4th 1894

Veay Respectfully.

Powers Little & Co

Per Pennington Bros.

Counsel

For

H. C. Herndon

Powers, Little & Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsons and John C. Stapleton

Take notice that on the 1st day of February 1894 at the office of Powers, Little & Co. on Z of Commercial street in the City of Knoxville, Knox County, State of Tennessee I will proceed to take the deposition of J. Pike Powers and others to be read as evidence on behalf of J. Pike Powers, M. S. Little and W. P. Little merchants doing business under the style name of Powers, Little & Co

in a certain suit in Equity ——— now pending in the Circuit Court of Lee County, State of Virginia wherein said Powers, Little & Co. are Plaintiff and you and each of you are Defendants And if from any cause the taking of said depositions are not begun on that day, or being begun not completed, the same will be continued from day to day or from time to time and if desired from place to place until the same are complete. You may attend and cross-examine if you wise.

January 4th 1894

Veay Respectfully.

Powers, Little & Co by

Pennington Bros

Counsel

Powers, Little & Co

vs } Notice to Take Depositions

Wm C. Herndon et al

Executed on the 12th day of January, 1894 by delivering a copy of the within notice to each of the following named, to wit, John P. Herndon, Lucien Herndon, Wm Hardwood, David P. Parsons & John C. Stapleton but not executed on W. C. Herndon

W M Pennington

Va. Lee County, to wit:

The foregoing return signed by Wm M. Pennington was this day sworn to before me in my county aforesaid. Given under my hand this Jan. 13th 1894

E. H. Pennington
Justice Peace

ALL BILLS NOT PAID AT MATURITY ARE SUBJECT TO SIGHT DRAFT.

Knoxville, Tenn., October 31 1893

Mr W. C. Kennedon
Leynthia

BOUGHT OF POWERS, LITTLE & CO.

—WHOLESALE DEALERS IN—

• • • CLOTHING. • • •

TERMS 6% in 30 Days

208 COMMERCE STREET.

8416	3	Suits	8 50	25	50	
6027	3	"	7 50	22	50	
1834	3	"	8 50	25	50	
6030	3	"	7 50	22	50	
8725	3	"	10	30		
8630	3	"	"	30		
8790	3	"	"	30		
8685	3	"	11.	33		
	3	McKinnon Coats	5 50	16	50	
2333	2	Over "	11.	22		
2343	2	" " 1 Del^d	"	22		
1447	3	Pants	3 50	10	50	
1886	3	"	"	10	50	
1590	4	"	"	14		
1443	4	"	"	14		
4022	1	Suit Del^d		16	50	
		Bug & Drag			40	345 40

Goods shipped at purchaser's risk. No goods taken back except for imperfections. If this bill is not exactly as ordered notify us at once.

"Invoice"

Powers, Little & Co. Complts.
vs. } In Chancery
W. C. Hendon et al Defts.

The deposition of J. Pike Powers taken before me W. B. Henderson a notary public in and for the County of Knox and State of Tennessee pursuant to notice hereto annexed at the office of Powers, Little & Co. on 208 Commerce street in the City of Knoxville, Knox County, State of Tennessee to be read as evidence in behalf of said Powers, Little & Co., in a certain suit in Chancery wherein Wm. C. Hendon, John P. Hendon, Lorkin Hendon, Wm. Woodward, David P. Parsons, and John C. Stapleton are defendants and said Powers, Little & Co are plaintiffs.

The witness J. Pike Powers a witness of lawful age being duly sworn deposes as follows:

Ques 1st Please write your name, age, residence and occupation.

Ans. J. Pike Powers, 51 yrs., Knoxville, Tenn & Merchant.

Ques. What is your connection with

said firm Powers, Lillie & Co.,

Ans. A portion thereof and credit was of the house. It is my duty to inquire into the financial condition of those who ask for credit

Ques. State if Wm C. Herndon is indebted to said plaintiffs in any sum of money, if so for what, the amount thereof and when it became due.

Ans. Said W.C. Herndon is indebted at this time & was so indebted at the time said suit was instituted to said Plaintiffs in the sum of Three Hundred & Forty Five & 40/100 Doll^s. for mdse as per itemized statement filed herewith marked "Invoice". This sum became due & payable Nov 30th — 1893.

Ques. How did said Herndon purchase said goods?

Ans. He was here in person and selected the goods himself.

Ques. State if at the time or before the time he purchased said goods, he made statement or representation to you as to his financial condition, if so what?

Yes, he said on or about Oct. 30 or 31, 1893, that he owned a farm of 400 or 500 acres which he paid 5.00 @ 5.50 per acre for, a stock of goods worth $2000. Notes & accts due him $1500, and that his liabilities were only $500.00, $17.00 only being due. I think he said he owned other lands, but cared not fix their value.

Ques. Did you or not at time said deed was made have any notice of, or knowledge of the existence of the deed of said H. C. Sterndale & wife & mentioned in said plaintiffs bill, and dated March 12th 1893 whereby he conveyed to one David P. Parsons a large part of his real estate, or that said Parsons claiming or had any interest whatever in the land mentioned in said deed.

Ans I did not have the least idea of the existence of such a deed, & did not hear of it until after action was begun after 10th Nov. 1893

Ques. Had you knowledge of said deed

before said goods were sold and delivered to said Herndon would you or not have sold and delivered them to him on credit?

Ans. I would not; credit was based on the statement he made to me.

~~And further~~

Ques. Before selling said Herndon said goods, ~~and at~~ please state if any person other than ~~said Herndon~~ verified the statement of said Herndon, if so who & when.

Ans. J. F. Witt, of Zions Mills Lee Co Va who was here at the same time said Herndon was here, stated said Herndon was worth from ten to sixteen thousand dollars and recommended him for credit. and further this deponent saith not. J. Pike Powers.

Tennessee, Knox Co. to wit:

I, W. B. Henderson, Notary Public in & for County of Knox & State of Tenn. do hereby certify that the foregoing deposition of J Pike Powers was duly taken, sworn to & subscribed before me at the time and place and for the purposes therein mentioned

Given under my hand and Notorial Seal this the 1st day of Feby. 1894.

W. B. Henderson,
Notary Public

mail to
A. B. Mussey
Clerk
Jonesville

Recieved by mail Feby the 3rd 1894 in good condition and filed February the 3rd 1894
A B Mussey Clerk

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 301.

In the Clerk's Office of the Circuit Court of the County of Lee on the 1st day of January 1894.

against

Powers Little & Co Plaintiff,

W. C. Herndon et al Defendant.

} In Chancery

The object of this suit is to 1st to set aside and annul the deed of W. C. Herndon & his wife, to David P. Parsons dated March 14th 1893, 2nd to set aside and declare void the deed made by W. C. Herndon & wife to Wm Woodward dated Nov. 10th 1893; 3rd to annul the transfer of goods & chattles made by W. C. Herndon to John P. & Larkin Herndon on or about Nov. 10 1893, and 4th that a Judgment be given in favor of the Plffs against the defendants for the amount mentioned in the bill & the same be satisfied out of said property thus conveyed

And an affidavit having been made and filed that the defendant W. C. Herndon is not a resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Lee County Republican, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros. p. q. A. B. Munsey Clerk.

FORM No 301.

Powers Little & Co

vs. } ORDER OF PUBLICATION.

N. C. Herndon et al

I A B Munsey Clerk of the Circuit Court do certify that I delivered to the Lee County Republican the within order on the 1st day of Jany 1894 for Publication, and posted a copy thereof at the front door of the Court house at the January Term 1894 of the Circuit Court

A B Munsey Clk

8

West, Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon W. C. Sundoy, Lardie Sundoy, John R. Sundoy, David T. Parsons, William Woodward and John C. Stoffelton

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 1st Monday in January 1894, to answer a bill in Chancery, exhibited against them in our said court by Pierce Parsons M. S. Little, & M. R. Little, partners in trade, named & styled Parsons Little & Co.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 8 day of Dec 1894, and in the 11 year of the Commonwealth.

Clerk.

Executed Dec., 1893 by delivering an office copy of the within subpœna in chancery and attachment to John P. Herndon, Larken Herendon, John C. Stapleton, Wm' Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herendon described as follows:

all of which lies in Lee Co., Va., is the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. —- po to a gum 2 chestnuts and a spanish oak corner to A, J. Baileys lnnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po. to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samual Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25 -16.

SUBPŒNA IN CHANCERY.

vs.

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.....

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West, Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon W. C. Herndon, Larkin Herndon, John P. Herndon, William Woodward, ~~and~~ David P. Parsons + John C. Stapleton

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the first Monday in Jan, 1894, to answer a bill in Chancery, exhibited against them in our said court by J. Pike Powers, M. S. Little & M. T. Little Merchants & partners called Powers Little & Co

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 8th day of Dec 1893, and in the 118th year of the Commonwealth.

A. B. Munsey Clerk.

To the Sheriff of Lee county You are commanded to attach the following 2 tracts of land lying and being in the county of Lee and in the Crab Orchard County to wit: a tract of about 600 acres more or less bounded as follows. Beginning at a stake on the north Bank of north fork of Powels River at the mouth of Reeds Creek thence eastwardly with the meanders of said to the McCradia line thence N. 38 W — P to a gum two chestnuts & a Spanish oak Corner to A. J Baileys land and with lines of same N 24 W 28 P to a white oak & chestnut thence N 35 W 42 P to 3 white oaks thence North with Parkers line to Jones Creek and with said creek to Joseph Marcums corner thence Southwardly with said Marcums line to A K Debusks corner thence with his several lines & corners to Alfred Johnsons land formerly Samuel Parsons land thence with lines and corners of said Parsons land to James Quillens land and with his lines and corners to Mathew Zion thence with his lines + corners to Lawsons land thence with his lines and corners to the beginning containing about 600 acres more or less 2nd the land embraced in Deed of July 20th 1889 of Larkin Herndon & John B Pennington to said W. C Herndon and recorded in Deed Book 25 Page 163 This Dec 8th 1893 . 6 A. M

The 1st mentd tract above is now in the hands of David P. Parsons, & the 2nd is in the hands of William Woodward.

A. B. Munsey Clerk

Executed Dec. 13 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larken Herendon, John C. Stapleton, Wm. Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herendon described as follows: all of which lies in Lee Co., Va., in the Crabordhard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Baileys land, and with lines of same N. 24 W. 28 po. to a White oak and Chestnut, thence N. 35 W. 42 po. to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samual Parson's land, thence with his and corner of said Parson's tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the han s of Wm. Woodward, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25.-165

J. E. Stanley, S.L.A.

Porter Little & Co

vs. } SUBPŒNA IN CHANCERY.

W. C. Herndon

Pennington Bros p. q.

To Feb January Rules, 1894

Circuit Court.

In the clerks Office of the circuit Court of the county of Lee on the 1st day of January 1894.

Powers Little & Co. Plffs.
against } In Chan'y
W. C. Herndon et al Def't.

The object of this suit is to 1st to set aside and annul the deed of W. C. Herndon and his wife to David P. Parsons dated March 14th 1893; 2nd to set aside and declare void the deed made by W. C. Herndon and wife to Wm Woodward dated Nov'r 10th 1893, 3rd to annul the transfer of goods and chattels made by W. C. Herndon to John P. and Larkin Herndon on or about Nov,r 10th 1893: and 4th that a judgment be given in favor of the pliffs against the defendants for the amount mentioned in the bill and same be satisfied out of said property thereby conveyed.

And an affidavit having been made and filed that the defendant W. C. Herndon is not a resident of the State of Virginia, it is ordered that he do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Lee County Republican and that a copy be posted at the front door of the court house of this county on the first day of the next term of the county court.

A copy—Teste:
A. B. Munsey Clerk

Pennington Bros. 5-10

I W. P. Dryden & Sons publisher of the LEE COUNTY REPUBLICAN a weekly newspaper, published in the town of Jonesville, county of Lee, and State of Virginia, do hereby certify that the foregoing Order of Publication was duly pudlished in the above named paper for four successive weeks, ending the 1st day of Feb 1894.

pr Sam L. Dryden
Publisher, LEE COUNTY REPUBLIBAN